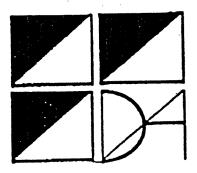
EXHIBIT

C

PERFORMANCE BOND



DORMITORY AUTHORITY - STATE OF NEW YORK

Main Office 161 Delaware Avenue Delmar, New York 12054 (518) 475-3000 New York City Office One Penn Plaza, 52nd Floor New York, New York 10119-0098 (212) 273-5000

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. B28 80 353

That TRATAROS CONSTRUCTION, INC.

664 64th Street, Brooklyn, New York 11220

as Principal, hereinafter called CONTRACTOR, and

RELIANCE INSURANCE COMPANY

(Here insert the legal title of Surety)

6 Campus Drive, Parsippany, New Jersey 07054

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto the Dormitory Authority - State of New York, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called OWNER, in the amount of <u>Twenty-four Million</u>, One Hundred Forty <u>Thousand and 00/100 Dollars (\$24.140.000.00)</u> for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated August 27. 1998 entered into a Contract with OWNER for the General Construction #2, - Contract #16, Brooklyn. New York 11220, DA # 6500 1802 2178, JDE# 61506 in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 2.1.

- 2. If there is no OWNER default, the Surety's obligation under this Bond shall arise after:
 - 2.1 The OWNER has notified the CONTRACTOR, the Surety at its address described in Paragraph 8. below that the OWNER is considering declaring a CONTRACTOR in default.
 - 2.2 The OWNER has declared a CONTRACTOR in default and formally terminated the CONTRACTOR's right to complete the Contract.
 - The OWNER has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a CONTRACTOR selected to perform the Contract in accordance with the terms of the Contract with the OWNER.
- 3. When the OWNER has satisfied the conditions of Paragraph 2., the Surety shall, at the OWNER's option, promptly and at the Surety's expense take on the following actions:
 - 3.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and pay to the OWNER the amount of damages as described in Paragraph 5. in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR default.
- 4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER.
- After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under Subparagraph 3.1, 3.2, or 3.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by

the OWNER of the Balance of the Contract Price to mitigation of costs and darnages on the Contract, the Surety is obligated without duplication for:

- 5.1 The responsibilities of the CONTRACTOR for correction of defective work and completion of the Contract;
- Additional legal, design, professional, and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3.; and
 - 5.3 Liquidated Damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
- 6. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators or successors.
- 7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
- 8. Notice of the Surety and the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Notice to the OWNER shall be mailed or delivered to the address shown in the preamble.

9. Definitions:

- 9.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in sentlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
- 9.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 9.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

9.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

The penal sum of this Bond is in addition to any other Bond furnished by the CONTRACTOR and in no way shall be impaired or affected by any other Bond.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract.

Signed as of this <u>lst</u> day of <u>September</u> 1998.

...

IN THE PRESENCE OF:	
TRATAROS CONSTRUCTION, INC.	RELIANCE INSURANCE COMPANY
(Contractor)	(Surety)
Jan Jan	Deanor Donder
(Signature)	(Signature)
GEORGE CURIS, TREASURER	ELEANOR DOUDERA, ATTORNEY-IN-FACT
(Title)	(Title)
664 64th Street	6 Campus Drive
(Address)	(Address)
Brooklyn, New York 11220	Parsippany, New Jersey 07054
(City, State, Zip)	(City, State, Zip)

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

	STATE OF NEW YORK SS:
#	On the $\frac{4^{TH}}{GEORGE\ CURIS}$ in the year 1998, before me personally came to me known, who, being by me duly sworn, did depose and southar (s) he resides at STATEN ISLAND NEW YORK
	that (s)he is the TREASURER
	of <u>TRATAROS CONSTRUCTION</u> , INC., the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.
NOTARY PU	MITRA ANDREOU BLIC, STATE OF NEW YORK 10. 01AN6003638 Notary Public
QUALIFIE	ED IN QUEENS COUNTY I EXPIRES MARCH 9, 20
COMMISSION	
	ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP
	STATE OF) COUNTY OF) ss:
	COU.11.1 O
	On theday of in the year 19, before me personally came to me known and known to me to be a member of the firm,
	described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.
	Notary Public
	· · ·
	ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL
	STATE OF
	On theday ofin the year 19, before me personally came to me known and known to me to be the personal to me known to me to be the personal to me known and known to me to be the personal to me known and known to me to be the personal to me known and known to me to be the personal to me known and known to me to be the personal to me known and known to me to be the personal to me known and known to me to be the personal to me to be the personal to me known and known to me to be the personal to me to
	described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.
	Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF NEW TORK	
COUNTY OF NASSAU)ss:	
On the <u>lst</u> day of <u>September</u> <u>ELEANOR DOUDERA</u> depose and say that (s)he resides at	in the year 1998, before me personally came to me known, who, being by me duly sworn, did SUFFOLK COUNTY, NY
•	that (s)he is the According in Table
which executed the above instrume of the Board of Directors of said con	RANCE COMPANY, the corporation described in and ent; and that (s)he signed her/his name thereto by order

No. 01FO5043971
Qualified in Queens County
Commission Expires May 22,

Filed 10/16/2007 Page 9 of 10

RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

FNII	TOPAL S ACKNOWLED	, LIVILIVI 11 11.12.		
tate of New York, County of On this	day of	SS:	, 19	, before me personally came
o me known to be (the individual) (lescribed in and who executed the aid firm).	one of the firm of within instrument, and he thereupo	on duly acknowledged to	me that he executed th	e same (as the act and deed of
***	•		<u></u>	
•				Notary Public
F	PRINCIPAL'S ACKNOWL	EDGEMENT—IF C	ORPORATION	
State of New York, County of	de et	ss:	, 19	, before me personally came
On this	day of		, 10	, boloto me potentia,
	uly sworn, deposes and says: That			· ·
hat he is he corporation described in and w nstrument is such corporate seal; said instrument by like order.	thich executed the within instrumenthat it was so affixed by order of the	nt; that he knows the seal ne Board of Directors of th	of the said corporation; se said corporation, and	that the seal affixed to the said I that he signed his name to the
				Notary Public
	SURETY COMPAN	Y'S ACKNOWLED	GEMENT	
State of New York, County of	NASSAU	ss:		hefere me percenally came
O-Abia lot	DOUDERA day of Sep	tember	1998, FOLK COUNTY, N	, before me personally came
to me known, who, being by me dithat he is Attorney-in-Fact of the fine knows the corporate seal of sa the authority granted to him in accordinsurance of the State of New the Consolidated Laws of the State company is qualified to become so by law; and that such certificate h	id company; that the seal affixed to ordance with the by-laws of said conformation of the seal affixed to order the seal affixed	poration; that he signed hof the Laws of the State once Law, issued to the REdertakings, recognizances THERESA Notary Public, St. No OIFO Que Med in Outcommission Expire	is name thereto by like a f New York for the year LIANCE INSURANCE C, guarantees and other J. FOLEY Like of New York 1943971 Peers County 1999 3 May 22,	authority; that the Superintenden 1939 constituting Chapter 28 o OMPANY his certificate that said
	Financial Statemer	nt Dated December	er 31, 1997	0
Α	SSETS		LIABILITI	
Cash and Short Term Investments Securities (Long Term)	\$ 366,696,33 4;028,534,73 785,004,0 35,419,4 37,405,3 373,600,5	Unearned Premiu Other Taxes Other Liabilities Total Liabilitie	Adjustment Expense mss	771,585,471
Total Admitted Assets	\$ 5,626,660,4		CAPITAL AND S	SURPLUS
		Capital Stock		1,256,826,126
State of Washington) SS		Total Policyho	olders' Surplus	1,301,412,831
County of King) SS.	•	Total Liabilitie	s, Capital and Surplus.	\$ 5,626,660,424
organized, existing, and engaged	rn, says: That he is Vice President of in business as a surety by virtue id commonwealth applicable to said y qualified to act as surety under the	of the laws of the commi	lified to act as surety ur	nder such laws: that said compa

that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland Janis J. Crossland, Notary Public, State of Washington, County of King. My Commission Expires February 5, 2000.



HAS A COLORED BACKGROUND ON WHITE PA

RELIANCE SURETY COMPANY UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Delaware, and the laws the State of Wisconsin (herein collectively celled "the Companies") and that the Companies by virtue of signeture and seals do hereby make constitute and appoint Anthony J. Romano, Eleanor Doudera, Thomas Bean, Fred Nicholson, Gerard S. Machotz, Rita Sagietano, of Unionidal New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the southonty of Article VII of the By Laws of RELIANCE SURETY COMPANY RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY Which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the Pre-
- power and authority to execute afflidavite required to be attached to bond

natures of such directors and officers and the facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be vaid and be executed and certified by facsimile signatures and facsimile seal shall be vaid and binding upon the Company, in the future with extached.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate

1998.









RELIANCE SURETY-COMPANY RELIANCE INSURANCE COMPANY UNITED PACIFIC INSURANCE COMPANY IANCE NATIONAL INDEMNIT

STATE OF Pennsylvania COUNTY OF Philadelphia

Wortham, personally appeared David T. Akers, who acknowledged himself to be the On this, August 24, 1998, before me, Valencia President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pecific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seel.

Notarial Seal Valencia Wortham, Notary Public Philadelphia, Philadelphia County My Commission Expires Nov 18, 2000

Notary Public in and for the State of Penns Residing at Philadelphia d

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of executed by said Companies, which is still in full force and effect.

WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of September.





